

TABLE OF CONTENTS

<u>Article</u>	<u>Description</u>	<u>Page</u>
1	Purpose	1
2	Bargaining Agency and Recognition	1
3	Union Security	2
4	The Rights of the Employer	3
5	Definition of Employees	3
6	Union Representation	5
7	Hours of Work	6
8	Overtime	6
9	Holidays	7
10	Vacations	8
11	Medical Plan, Hospitalization, Pension	9
12	Sick Leave and Leave of Absence	10
13	Seniority	19
14	Promotion, Layoff, and Recall	20
15	Discipline, Discharge, and Termination	22
16	Wages	23
17	General	24
18	Grievance Procedure	25
19	Technology and Training	27
20	Harassment	27
21	No Discrimination and Definition	29
22	<i>Education and Training Fund</i>	29
23	Duration, Termination, and Amendments	29
	Classifications	31
Appendix "A"	Wage Rates	36
LOU#1	Letter of Understanding #1 – Medical Plan, Hospitalization, Pension	38
LOU#2	<i>Finance Group</i>	40

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ALPHABETICAL INDEX

<u>Description</u>	<u>Article</u>	<u>Page</u>
Adoption Leave	12 (h)	15
Agency Relief	5 (g)	5
Bargaining Agency and Recognition	2	1
Bereavement Leave	12 (m)	16
<i>Citizenship Ceremony Leave (Unpaid)</i>	12 (t)	18
Classifications		31
<i>Compassionate Care Leave (Unpaid)</i>	12 (u)	18
<i>Critical Illness Leave (Unpaid)</i>	12 (v)	18
<i>Death or Disappearance of a Child Leave (Unpaid)</i>	12 (w)	18
Definition of Employees	5	3
Discipline, Discharge, and Termination	15	22
<i>Domestic Violence Leave (Unpaid)</i>	12 (x)	18
Duration, Termination, and Amendments	23	29
<i>Education and Training Fund</i>	22	29
Family Leave	12 (b) 2.	12
<i>Finance Group</i>	LOU #2	40
General	17	24
<i>General Provisions Governing Leaves of Absence</i>	12 (a)	10
Grievance Procedure	18	25
Harassment	20	27
Holidays	9	7
Hours of Work	7	6
Interpretations	17 (f)	25
Jury Duty	12 (o)	17
Maternity Leave	12 (f)	13
Medical Plan, Hospitalization, Pension	11	9

Medical Plan, Hospitalization, Pension - Article 11	LOU #1	38
Membership Application	3 (c)	2
New Employee Orientation	6 (d)	6
No Discrimination and Definition	21	29
One-Time Service Recognition	13 (g)	20
Overtime	8	6
Parental Leave	12 (g)	15
Personal Leave-Unpaid	12 (j)	16
Promotion, Layoff, and Recall	14	20
Purpose	1	1
Reservist Leave (Unpaid)	12 (y)	19
Seniority	13	19
Severance Pay	15 (e)	22
Sick Leave	12 (b) 1.	11
Sick Leave and Leave of Absence	12	10
Technology and Training	19	27
The Rights of the Employer	4	3
Time Off to Vote (Unpaid)	12 (z)	19
Union Leave-Paid	12 (l)	16
Union Leave-Unpaid	12 (k)	16
Union Representation	6	5
Union Rights	6 (c)	5
Union Security	3	2
Vacation	10	8
Wage Rates	Appendix "A"	36
Wages	16	23

THIS AGREEMENT MADE

BY AND BETWEEN: THE OPERATING ENGINEERS LOCAL 955
HEALTH AND WELLNESS TRUST FUND;
hereinafter called the "Employer"

AND: UNITED FOOD AND COMMERCIAL WORKERS CANADA
UNION, LOCAL NO. 401;
hereinafter called the "Union"

Article 1 – Purpose

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees; to define clearly the hours of work, rates of pay, and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise; to promote the mutual interest of the Employer and the employees; to promote and maintain such conditions of employment and, in recognition whereof, the Employer and the Union agree as follows:

If any provision of this Agreement is in conflict with the laws or regulations of Alberta or Canada, such provisions shall be superseded by such law or regulation. If any provision should be declared invalid or inoperable, the Parties agree to commence negotiations, within fifteen (15) days' notice of either upon the other, in order to provide legal replacement of such provision. If negotiations do not result in agreement within seven (7) days of commencement of negotiations, or longer as may be mutually agreed, the matter shall be resolved in accordance with Article 18.

Article 2 – Bargaining Agency and Recognition

The Employer recognizes the Union as the sole bargaining authority for all employees in its office in the Province of Alberta within the jurisdiction of the United Food and Commercial Workers Canada Union, Local No. 401, and within the classification of office and clerical workers listed in Appendix "A"; or within such new classifications as may from time to time be agreed to and established by the parties. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer or representative of the Employer.

The Employer agrees, upon written authorization from the employee, to deduct Union dues, applicant's service fee, initiation, and/or assessments, once each month and to transmit monies collected to the Union by the fifteenth (15th) of the following month, together with a list of the employees from whom such deductions were made.

- (d) Upon written notice from the Union that an eligible employee fails to join and maintain membership in the Union and/or refuses to pay dues or assessments, the Employer agrees to terminate employment of said employee fourteen (14) calendar days from date of notice.
- (e) Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

Article 4 – The Rights of the Employer

The Union recognizes the rights of the Employer to hire and promote, direct the workforce, and to discipline or discharge any employees for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Article 18.

The Union further recognizes that the Employer retains all such rights as are normally reserved to Management, unless expressly limited by this Collective Agreement.

Article 5 – Definition of Employees

- (a) Regular Full-time Employee – A regular full-time employee is any person employed on a full-time permanent basis and who has completed the probationary period.
- (b) Regular Part-time Employee – A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week. Regular part-time employees shall be covered by all conditions of this Agreement on a pro rata basis consistent with the time regularly employed each week.
- (c) Temporary Employee – A temporary employee is one hired by the Employer as a replacement into a specific job and hired for a specific period

of time. Temporary employees shall not accrue seniority, but should a temporary employee become a regular employee, **they** shall have **their** seniority dated back to **their** most recent date of hire. When the temporary employee is terminated, no severance pay is due and the temporary employee shall not have bumping rights.

A temporary employee shall not be hired for a period of time that exceeds twelve (12) months. Temporary employees will be required to pay regular weekly dues and be required to join the Union.

It is further agreed that Health and Wellness, Pension, and Alberta Health Care Insurance contributions will be made for temporary employees, retroactive to date of hire for Health and Wellness and Pension contributions only, upon completion of three (3) continuous months of employment, and continuing for the period of their temporary employment. Statutory entitlements for vacation shall apply.

- (d) Casual Employee – Casual employees shall be those employees hired for extra or relief work on a call-in basis only and will be guaranteed not less than one half (1/2) of a regular days work with a minimum of three (3) hours on each day that they are employed.

It is further agreed that no Health and Wellness, Alberta Health Care Insurance, nor Pension contributions will be made for casual employees. Statutory entitlements for vacation and named holidays shall apply.

- (e) All new regular employees, except temporary or casual employees, will be considered probationary for the first ninety (90) calendar days. After a new regular employee has been employed more than the length of the probationary period, **they** will become permanent. A temporary employee transferred to regular status shall serve a probationary period of ninety (90) calendar days reduced by the number of calendar days employed in the previous six (6) months. During the term of this Collective Agreement, the Employer will implement a system of probationary training by creating clear work standards for probationary employees.

If a new employee is unsatisfactory in the opinion of the Employer, the employee may be discharged at any time during the probationary period and such discharged employee shall not have recourse to the grievance procedure.

- (f) The Employer or **their** representative shall make known to the employees the duties the employees are expected to perform and from whom the

employees shall receive their instructions as to the policies and procedures of the establishment.

(g) Agency Relief

When the Employer requires additional employees to fill short term vacancies or excessive work loads of three (3) months or less, they will be able to utilize coverage from an Employment Agency. In the event the length of coverage is to be extended for a longer period of time, the Employer will post and fill the positions as stipulated in the Collective Agreement. Should the Employer fail to fill the position as stipulated above, the Employer will then notify the Union Representative and repeat the above process until a suitable applicant has been hired.

In the event that the Employer decides to permanently retain the services of an agency relief person in a permanent regular position, they will be afforded credit for their continuous service for all aspects of the Collective Agreement (probationary period, vacation increments, seniority, etc., except vacation pay accrual) as if the time from the last date of hire in the Employer's workplace was spent as a probationary regular employee.

Article 6 – Union Representation

(a) The Employer shall recognize the office Steward(s) and representative(s) as selected by the Union for purposes of collective bargaining, agreement administration, and general Union business, as the sole and exclusive representative(s) of all employees within the bargaining unit as defined in Article 2 of this Agreement. The Union shall notify the Employer in writing of the names of its representative(s) and Steward(s).

(b) The representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will provide notice to the Employer prior to meeting with employees.

(c) Union Rights

The Employer shall not discharge, discipline, or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union or for the exercise of rights provided by this Agreement.

Further, the Employer shall not discipline, terminate, or invoke a penalty of any kind in respect to employees who have reported any legitimate concern arising out of the Collective Agreements or any impropriety in their workplace involving Management or staff members. This would include, but not be limited to, working conditions or health and safety matters.

(d) New Employee Orientation

The Employer agrees to allow the Union up to a **forty-five (45) minute(s)** presentation **on paid time that will be delivered in the first two (2) weeks of a new employee's employment.** The presentation will be delivered by the job steward or other Union Official.

Article 7 – Hours of Work

- (a) A regular working day shall consist of seven (7) hours between the hours of 7:00 a.m. and 5:30 p.m., five (5) days per week, Monday through Friday inclusive, with an unpaid lunch period of one (1) hour provided; regular set times to be arranged between the Employer and the employee.

Changes to an approved schedule may be made by mutual agreement between the employee and the Employer. Overtime shall not be charged until normal work hours have been completed.

- (b) Two (2) paid relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be provided.

Article 8 – Overtime

- (a) All time worked as approved by the Employer in excess of seven (7) hours in a day or thirty-five (35) hours in a week shall be considered as overtime and paid for at the rate of time and one half (1 ½ X) the regular rate for the first two (2) hours in any one day and double (2X) time after two (2) hours in any one day or four (4) hours in any week.
- (b) All employees required to work overtime in excess of one (1) hour shall receive a paid rest period of fifteen (15) minutes at the overtime rate of pay commencing at the end of one (1) hour.

request. Pay for appointments shall not exceed seven (7) hours in a calendar year and will be made from an employee's sick bank. Additional consideration will be given during pregnancies and for visits to a specialist.

2. Family Leave

An employee who is unable to report for work due to the illness or required care of an immediate family member, **partner** (spouse, common-law spouse, **adult interdependent**), parents, son or daughter, brother or sister, grandchildren, grandparents, parents of spouse, son or daughter- in-laws, **employee's foster parents, guardians children, foster children, wards, partner's children, any other person living with the employee as a member of their family** necessitating the employee's personal attention and care, shall be permitted to use up to three (3) sick days per year of employment in a minimum of half (1/2) day increments. Such leave shall not be cumulative from year to year.

Employees shall be entitled to up to five (5) days' unpaid Personal and Family Responsibility Leave.

*****As per Employment Standards Code, this is five (5) days' unpaid leave which is separate from the Family Leave which is paid out of sick days.***

3. An employee shall be provided with electronic access to their sick leave, vacation and paid leave entitlement.

- (c) 1. Where an employee is receiving benefits in accordance with Article 12(b) any Weekly Indemnity paid under a Health and Wellness Plan referred to in Article 11(a), shall be refunded to the Employer subject to the provisions of the **Illness** SUB Plan with Employment Insurance. When an employee is paid Weekly Indemnity during this period of time, **ninety-five (95%) percent of** one (1) full day of sick leave shall be deducted from their sick leave bank until it is used up. While the employee has sick leave credits, they shall be paid **ninety-five (95%) of their regular daily wage**. Once the employee has used up their sick leave credits they shall be paid **EI benefits** they are eligible for. **Changes to the basic rate of EI benefits could influence the amount of the SUB payments. The plan may provide for an automatic adjustment of the SUB payments when the EI rate is increased or decreased.**

If the employee is unable to return to work at the end of eligibility for the EI SUB plan, the employee may be eligible for insurance benefits with the insurance provider. Where an employee is receiving insurance benefits from the insurance provider, one (1) full day of sick leave shall be deducted from their sick leave bank until it is used up. While the employee has sick leave credits, they shall be paid one hundred (100%) percent of their regular daily wage.

Service Canada and the insurance provider will be the adjudicators for all claims.

2. An employee waiting to have a WCB claim approved shall receive benefits in accordance with Article 11(a) and Article 12(b). Upon approval of the WCB claim, any funds received in respect of payments under Article 11(a) and Article 12(b) shall be refunded to the Employer.
- (d) An employee will apply for Employment Insurance benefits at the earliest opportunity and will remain in receipt of Employment Insurance benefits for the full period of time for which Employment Insurance is available to the employee during the maternity leave.
- (e) Employees on Weekly Indemnity or Long Term Disability shall be considered to be on leave until they return to work or are terminated subject to the Employer's duty to accommodate. During the period of leave beyond the paid sick leave entitlement, seniority will be retained and will continue to accumulate.
- (f) Maternity Leave

Employees shall be granted voluntary maternity leaves without pay up to a maximum of **sixteen (16)** weeks upon request without loss of seniority and with accrual of seniority.

Employees may be eligible for a Maternity Leave SUB plan with Employment Insurance. Service Canada will be the adjudicator to determine eligibility.

Where an employee is receiving benefits in accordance with a Maternity Leave SUB plan, any Weekly Indemnity paid under a Health and Wellness Plan referred to in Article 11 (a), shall be refunded to the

Employer subject to the provisions of the Maternity Leave SUB Plan with Employment Insurance.

The employee will submit **their** request for maternity leave, in writing, at least four (4) weeks prior to the date **the employee** intends to commence the leave, unless it is not possible to give the four (4) weeks of notice. If an employee is unable to give the proper four (4) weeks of notice, **they** will notify the Employer of the reasons for not being able to give proper notice as soon as reasonably possible. The Employer may request a certificate from a qualified medical practitioner, certifying that the employee is pregnant and/or unable to continue to work because of health reasons connected with the pregnancy or maternity and indicating the estimated date of confinement.

An employee may request the maternity leave to commence up to **thirteen (13)** weeks prior to the estimated date of confinement.

In addition to the voluntary maternity leave and parental leave as set out in Article 12(g), an employee shall be granted a health-related leave without loss of seniority and with accrual of seniority. A health-related leave is that period of time that an employee is required to be absent from work for health related reasons connected with the pregnancy or maternity. Where an employee, who is eligible for benefits provided by the Operating Engineers Local 955 Health and Wellness Plan, is unable to perform **their** regular duties because of health related reasons, **they** shall be entitled to sick leave benefits as per Article 12(b)1., of the Collective Agreement. The employee shall advise the Employer as far in advance as possible with respect to a prospective health-related leave. The Employer may require the employee to supply a doctor's certificate with regard to the commencement of and termination of the health-related reasons for absence from work. Voluntary maternity leave may commence before a health-related leave, and may resume following the period of the health-related leave.

The employee will give the Employer at least four (4) weeks' notice of **their** anticipated return to work after **their** completed leave, whether it be after **the employee's** maternity leave, health-related leave, or parental leave. Upon the employee's return to work **they** shall be reinstated to **their** former position if available, or a comparable position, with no less than the rate of pay that **the employee** had prior to the commencement of **their** leave.

(g) Parental Leave

An employee shall, upon written request providing at least four (4) weeks advance notice where possible, be granted parental leave to a maximum of **sixty-two (62)** weeks without loss of seniority, and with accrual of seniority. The leave must conclude no later than **seventy-eight (78)** weeks after the birth of **the employees** child.

An employee will give at least four (4) weeks' notice of the date that **they** wish to return to work. Upon the employee's return to work, **they** shall be reinstated to the same position if available or a comparable position if **the employee's** former position is not available, with no less than the rate of pay that **they** had prior to the commencement of **their** leave.

Parental leave may be taken in addition to any maternity leave.

(h) Adoption Leave

An employee shall, upon written request providing at least four (4) weeks advance notice where possible, be granted adoption leave to a maximum of thirty-seven (37) weeks without loss of seniority, and with accrual of seniority. If an employee is unable to give the proper four (4) weeks' notice, **they** will notify the Employer of the reasons for not being able to give proper notice as soon as reasonably possible. The leave must conclude no later than fifty-two (52) weeks after the adoption of **their** child.

An employee will give at least four (4) weeks' notice of the date that **they** wish to return to work. Upon the employee's return to work, **they** shall be reinstated to the same position if available, or a comparable position, with no less than the rate of pay that **they** had prior to the commencement of **their** leave.

(i) Where an employee is granted extended sick or maternity leave as outlined under **(e)**, **(f)**, **(g)**, and **(h)** above, the Employer agrees to maintain the employee's Health and Wellness coverage up to a maximum of one (1) year by contributing the number of hours required to cover the monthly premium, provided that the reserve hours to the employee's credit have become depleted to less than the required monthly hour bank requirement.

(j) Personal Leave-Unpaid

Employees may apply for and, where possible, receive up to six (6) months leave of absence without pay, for reasons other than sick leave. Seniority will be retained and will continue to accumulate. Permission for such leave must be obtained from the Employer in writing.

(k) Union Leave-Unpaid

One (1) employee, when delegated to perform Union activities shall be granted leave of absence without pay, not to exceed thirty (30) days without loss of seniority.

(l) Union Leave-Paid

A maximum of one (1) employee selected to act on behalf of the Union shall not have wages reduced by reason of time spent during the period of negotiations and/or processing of grievances with the Employer's signatory to this Agreement, prior to the appointment of a Conciliation Commissioner or an Arbitration Board.

(m) Bereavement Leave

1. In cases of the death of an employee's spouse (including same sex and common-law spouse), parents, son or daughter, brother or sister, grandchildren, grandparents, parents of spouse, son or daughter-in-laws, or any relative living in the household of the employee shall be granted a leave of absence of five (5) days with pay.

Where traveling time is necessary for out of town funerals for the persons identified above, additional time will be allowed in accordance with distance to be traveled; up to one (1) week without pay.

2. A leave of absence of up to three (3) days with pay shall be granted on request in cases of the death of: sister-in-law, brother-in-law, grandparents of spouse. A leave of absence of three (3) days without pay shall be granted in the event of death of an aunt or uncle.

Where traveling time is necessary for out of town funerals for the persons identified above, additional time will be allowed in accordance with distance to be traveled; up to one (1) week without pay.

3. In the event that the death of a family member described above occurs during vacation, vacation shall be extended by the above amounts of leave.

Leaves of absence identified in 1. or 2. above shall not be charged against sick leave, holiday entitlement, or other accrued time off.

- (n)** In the event of a serious personal circumstance, the Employer may grant leaves with or without pay for up to three (3) days for reasons not defined in this Agreement.

(o) Jury Duty

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Court may provide. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their shift remains to be worked. Total hours on Jury Duty and actual work on the job in the office in one (1) day shall not exceed seven (7) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of seven (7) hours shall be considered overtime and paid as such.

- (p)** An employee on sick leave, maternity leave, WCB, Weekly Indemnity, Long Term Disability, or any other leave of absence in excess of ninety (90) calendar days from the original date of absence shall not accrue vacation or sick leave credits after ninety (90) calendar days of absence until they return to work.

- (q)** An employee on sick leave, WCB, Weekly Indemnity, or Long Term Disability shall continue to receive Alberta Health Care coverage for a period of two (2) years from the original date of disability.

- (r)** Contributions shall be made to the Pension Plan for any period that employees are directly paid by the Employer. If an employee has been absent on sick leave that is subsequently accepted as a WCB claim, the monies paid into the Pension Plan shall be refunded to the Employer.

- (s) Regular full-time and regular part-time employees who have completed probation may apply for six (6) weeks of unpaid Compassionate Care leave in accordance with the guidelines of Employment Insurance Compassionate Care. Proof of Employment Insurance eligibility for this leave and copies of the Medical Certificate shall be supplied by the employee in advance of the leave being granted. Employees shall apply two (2) weeks in advance of the leave where possible.

(t) **Citizenship Ceremony Leave (Unpaid)**

Employees shall be entitled to up to a half-day (1/2) of Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

(u) **Compassionate Care Leave (Unpaid)**

Employees shall be entitled to up to twenty-seven (27) weeks' Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.

(v) **Critical Illness Leave (Unpaid)**

Employees shall be entitled to up to thirty-six (36) weeks' Critical Illness Leave for a child and up to sixteen (16) weeks' Critical Illness Leave for an adult.

(w) **Death or Disappearance of a Child Leave (Unpaid)**

Employees shall be entitled to up to fifty-two (52) weeks' Death or Disappearance of a Child Leave for the disappearance of a child if the child disappeared as a probable result of a crime and up to one hundred four (104) weeks' Death or Disappearance of a Child Leave if the child has died as a probable result of a crime.

(x) **Domestic Violence Leave (Unpaid)**

Employees shall be entitled to up to ten (10) days' of Domestic Violence Leave.

(y) **Reservist Leave (Unpaid)**

Employees shall be entitled to up to twenty-six (26) weeks' Reservist Leave.

(z) **Time Off to Vote (Unpaid)**

If the work schedule of an employee does not provide the employee with three (3) consecutive hours to vote in any municipal, provincial, federal or band council electoral process of advance voting or on election day, the Employer shall allow the employee leave time for voting as required to provide the employee three (3) consecutive hours to vote during voting hours on any of the days of voting, at the convenience of the Employer.

Article 13 – Seniority

- (a) Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis, subject to Article 13(d).
- (b) An employee shall lose all seniority rights and be deemed terminated for any one (1) or more of the following reasons:
 - 1. Voluntary resignation;
 - 2. Discharge for just cause;
 - 3. Failure to return to work from a layoff within ten (10) working days after being called by registered mail unless due to illness or accident. The Employer may require substantiating proof of illness or accident.
 - 4. Termination pursuant to Article 14(j) or 15(e).
- (c) Employees retained on staff following the probationary period will have seniority credited to date of hiring.
- (d) An employee laid off and placed on the recall list will retain but will not accumulate seniority during the period of layoff.

- (e) Seniority lists will be made available by the Employer and shall be amended quarterly in the event of any changes occurring during such period. The seniority list shall be copied to the Union, and the employees as changes are made. A copy of the seniority list shall be posted on the Union bulletin board.
- (f) When two (2) or more employees are hired on the same day, their seniority ranking will be decided by alphabetical order of their last names. Where their last name is the same, their first name shall be used.
- (g) **One-Time Service Recognition**

Years of Service	One-Time Service Recognition
(As of November 20 th of each year)	(Less required statutory deductions)
3 Years of Service	\$500.00
5 Years of Service	\$700.00
10 Years of Service	\$900.00
15 Years of Service	\$1,100.00
20 Years of Service	\$1,300.00
25 Years of Service	\$1,500.00
30 Years of Service	\$1,700.00

Article 14 – Promotion, Layoff, and Recall

- (a) The Employer shall fill job vacancies from within the office before hiring new employees providing employees are available with the necessary qualifications, knowledge, and skills, to fill the vacant position. Vacancies and new positions within the scope of this Agreement shall be posted on the bulletin board and employees shall be allowed seven (7) calendar days in which to make written application for such vacancies or new position. The Employer shall notify the Union thirty (30) days following a vacancy occurring as to whether the Employer intends to fill the vacancy, if the vacancy has not already been posted.
- (b) Promotions shall be made on the basis of seniority, ability, and experience. In the event two (2) or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected.

- (c) An employee who is promoted to a higher position shall be paid at the same step in the higher category as **the employee** received in the previous category except for the first sixty (60) days where, if training is required, the employee shall be paid at the rate in the step lower in the category to which the employee is promoted but in no case will **they** receive less wages than received in the previous category.
- (d) An employee promoted to a higher rated position shall be on trial for the first sixty (60) calendar days. If during the first sixty (60) calendar days **the employee** is considered to be unsuitable, **they** shall be demoted to **their** former position or one of equal rank.
- (e) If a reduction of office staff is necessary, the employee with the least amount of seniority will be the first laid off, subject to relative ability and experience. Employee entitlements during layoff are limited to recall rights and access to Health and Wellness benefits subject to Article 11(a).
- (f) Any regular full-time or part-time employees who are laid off due to lack of work or closure of an office in a geographical area of fifty (50) kilometers radius from current office locations shall be placed on the recall list for a period of three (3) months unless they have accepted severance pursuant to Article 15.

An employee may elect to take severance pay at the point of layoff. If the employee chooses this option, the employee shall be terminated and shall not be entitled to be recalled.

- (g) Employees shall keep the Employer advised of any change to the employee's address.
- (h) Employees on the recall list shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified and the Employer will not hire or promote to such a classification while an eligible employee is on the recall list.
- (i) Employees recalled to their former position or to a position having the same salary range shall receive the current rate for the step in the salary range which they held at the time of layoff.
- (j) If a regular employee has been on lay-off for more than three (3) months in any twelve (12) month period, or refuses part-time employment during such layoff, then the employee shall be considered to have been terminated and entitled to severance pay pursuant to Article 15. No other payment in lieu of notice shall be required in case of layoff.

Article 19 –Technology and Training

- (a) In the event of proposed technological changes **to existing duties included within the classification of office and clerical workers listed in Appendix “A”**, the Employer agrees to advise the Union Representative of such changes and further agrees to offer employment to their present employees before hiring from the outside market. The Employer further agrees to institute a training program for these employees who wish to accept employment in these positions. In the event that employees are not successful in being trained for the new positions, they shall be forwarded all rights under Article 14 and 15 of the Collective Agreement.
- (b) In the event that the Employer directs an employee to enroll in or take a course, the Employer shall compensate the employee for lost wages and the cost of the tuition and course materials or texts will be borne by the Employer. It is also recognized that upgrading skills is a shared responsibility of the employee and Employer. General courses will be assessed in the following manner:

Employees wishing to enroll in a course(s), which will better qualify them to perform their duties may make application to the Employer, prior to enrolment. If the Employer agrees, then the cost of tuition will be borne by the Employer.

The employee is required to provide proof of successful completion of the courses described above. In the event the employee does not provide this proof, the employee shall reimburse the Employer for any costs of the course that the Employer incurred.

Article 20 – Harassment

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from harassment, **intimidation and bullying**, and the Employer undertakes to discipline any person employed by the Employer engaged in harassment, **intimidation and bullying** of another employee.

1. Harassment shall be defined as:

- (i) Harassment may include any comment or conduct by any

person towards another which is hurtful or malicious and is unwelcome and unwanted. Unwelcome or unwanted in this context means any behavior or action which the harasser knows or ought reasonably to know is not desired by or acceptable to the victim.

- (ii) No person shall be harassed because of age, race, creed, colour, national origin, political, religious affiliation or activity, sex or marital status, sexual orientation, place of residence, disability, nor by reason of ***their*** membership or activity in the Union.

2. Sexual harassment shall be defined as:

- (i) Inappropriate touching, including touching which is expressed to be unwanted;
- (ii) Suggestive remarks or other verbal abuse with a sexual connotation;
- (iii) Compromising invitations;
- (iv) Repeated or persistent leering at a person's body;
- (v) Demands for sexual favours;
- (vi) Sexual assault.

3. ***Bullying shall include but not be limited to:***

- (i) ***a repeated pattern of negative behavior aimed at a specific person or group. It includes comments and/or behaviour that intend to humiliate, degrade, offend, or intimidate someone.***
- (ii) ***Constructive work-related criticism, respectful disagreement, and reasonable management do not constitute bullying.***

- (b) In cases of sexual harassment, the Employer and the Union shall meet to determine if the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance.

- (c) An employee may initiate a grievance under this article at the first step of the grievance procedure. Grievances under this article will be handled with all possible confidentiality and dispatch.
- (d) It is the policy of the Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure the victims of harassment are able to register complaints in complete confidence without fear of reprisal.
- (e) It is the responsibility of the Employer to ensure that this policy is respected by all employees. The Union and the Employer agree that during the life of this Agreement, they shall jointly develop procedures, to deal with any allegations of harassment, which shall be attached to and form part of this Collective Agreement.

Article 21 – No Discrimination and Definition

The Employer and the Union agrees that there shall be no discrimination practiced by either party with respect to any employee by reason of age, race, **religious beliefs**, colour, **gender, gender identity, gender expression, ancestry, place of** origin, political, religious affiliation or activity, marital status, **family status, source of income**, sexual orientation, place of residence, **physical** disability, **mental disability**, nor by reason of **their** membership or activity in the Union.

Article 22 – Education and Training Fund

Education and Training Fund contributions to be set at sixteen (\$0.16) cents per hour for each hour that all members work.

Article 23 – Duration, Termination, and Amendments

- (a) This Agreement shall be in full force and effect as of the 1st day of January, **2021**, and continue in full force and effect through the 31st day of December, **2024**, and from year to year thereafter except as hereinafter provided.
- (b) Either party wishing to amend or terminate this Agreement shall give

notice in writing of such desire to the other party not less than sixty (60) days or more than one hundred twenty (120) days prior to the expiry date of this Agreement.

- (c) If notice has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said expiry date, until a strike or lockout occurs in accordance with the procedures in the Labour Relations Code of Alberta.

Dated this _____ day of _____, **2023.**

For The Employer:

For The Union:

For The Employer:

Bargaining Committee:

Chris Flett
Navin Peiris

David Smith
Saba Mossagizi
Lee Clarke
Simone Robinson
Emily Charo
Dallas Suleiman

This Agreement was ratified on **October 28, 2022.**

Classifications

Member Services – Benefits Administration 1 (Claims I)

- **Basic knowledge of pension and health plans and processes - able to advise members on eligibility for medical coverage, retirement ages, etc.**
- **Interacting with members at reception, wicket**
- **Answering calls, voicemails and email inquiries**
- **Incoming/outgoing mail - submitting benefit claims to 3rd party service providers by courier or email, mail-outs, new coverages, terminations, follow-up on incomplete documents**
- **Data Entry - member registrations, beneficiary add/change**
- **Receiving and entering member payments**
- **Reviewing errors on Registration and Pension Beneficiary forms to contact members to fix**
- **Filing, and other office administration tasks as needed - dealing with vendors, organizational tasks, trustee meeting organization**
- **Other relevant duties as assigned by the Employer**

Member Services – Benefits Administration 2 (Claims II/Accounting I)

The work generally involves the office duties as described in the foregoing categories and may include any or all of the following duties:

- **Working knowledge of pension and health plans, basic understanding of related legislation**
- **Increased understanding of various unit interactions**
- **Providing coverage for Benefits Administration 1 roles as and when needed**
- **Providing peer review of Benefits Administration 1 tasks/deliverables**
- **Providing guidance/training to Benefits Administration 1 staff**
- **Responsibility for general member interactions**
- **Growing ability to advise members on intricacies of benefits and/or pensions**
- **More complex data entry, mail processes**
- **Involved with system data reconciliations with guidance provided**
- **Other relevant duties as assigned by the Employer**

2. Fitness related services
- Fitness club membership and classes such as: Yoga; Zumba; Spin; Kickboxing; Running/ Walking Groups
 - Sports club fees

Letter of Understanding #2 – Re: Finance Group

The parties have entered into this Letter of Understanding (the “LOU”) further to the terms of the classifications within the Collective Agreement.

These parties have agreed the new classifications of Accounting Clerk I and II within the Finance Group are the only classifications that are able to perform work within any or all Trust Collective Agreements.

The parties have agreed Tanya Aizenberg shall be classified as Accounting Clerk I and Sharon Lambe shall be classified as Accounting Clerk II.

A minimum of one (1) Accounting Clerk I or II shall be employed under the Union Collective Agreement and a minimum of one (1) Accounting Clerk I or II shall be employed under the Health & Wellness and Pension Collective Agreement.

The parties have agreed the Employer shall meet with the Union prior to giving thirty (30) days’ notice if it intends for members of the bargaining unit within the new job classification Accounting I and II in the Finance department to commence uploading remittances reports to OeSystem in all Trusts and resolve all issues arising from that change. Until such time, remittances will be processed in the same manner as at the time of ratification of the Collective Agreement.

The parties have agreed that no layoffs will occur as a direct result of the Finance department uploading remittance reports to OeSystem for the period of one (1) year from the commencement of this change. The Union agrees there shall be no grievances filed for layoffs due to shortage of work or reduction of workforce. The Union retains the right to grieve layoffs inconsistent with provisions of Article 14. All rights of the Employer shall be retained.

Dated this _____ day of _____, **2023**.

For The Employer:

For The Union:

For The Employer:

Bargaining Committee:

Chris Flett
Navin Peiris

David Smith
Saba Mossagizi
Lee Clarke
Simone Robinson
Emily Charo
Dallas Suleiman

This Agreement was ratified on ***October 28, 2022***.